

Contract no. 809

AGREEMENT BETWEEN
TOWNSHIP OF DELRAN, NEW JERSEY
AND
THE DELRAN PATROLMAN'S ASSOCIATION

JANUARY 1, 1991 - DECEMBER 31, 1992

PREAMBLE

THIS AGREEMENT made and entered into by and between the TOWNSHIP OF DELRAN, in the County of Burlington, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township"), and THE DELRAN PATROLMAN'S ASSOCIATION BARGAINING COMMITTEE, (hereinafter referred to as the 'ASSOCIATION'), represents the complete and final understanding on all bargainable issues between the Township and the Association and is designed to maintain and promote a harmonious relationship between the Township and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION

A. THE TOWNSHIP RECOGNIZES THE DELRAN PATROLMAN'S ASSOCIATION BARGAINING COMMITTEE as the representative for the purposes of collective negotiations of all Patrolmen, Detectives and Sergeants employed by the Police Department of the Township of Delran and excluding all others.

B. The titles of Patrolman, Detective and Sergeant shall be defined to include the plural as well as the singular, shall include males and females, and are synonymous with the word employees.

ARTICLE II
MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the Township of Delran, in the County of Burlington, and State of New Jersey, and that there should be no interference caused by the Association or its members with such operation.

B. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of a Policeman from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said Policeman's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Association agrees that such action by the Association would constitute a material breach of this Agreement.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or support by any action prohibited by this Agreement any such activity by any other employee or group of employees of the Township, and that the Association will publicly disavow such action and advise all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Township to deem such activity as ground for appropriate action against the individual subject, however, to the application of procedures set forth by law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the Constitution of the United State or the Constitution of New Jersey.

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township or the Association of its rights, responsibilities and authority under R.S. 40 and R.S. 11, R. S. 40A, or any other national, state, county or local laws or ordinances.

ARTICLE IV

SALARY

A. The base salaries of all employees covered by this Agreement will be as follows per annum, per year indicated.

BEGINNING
JAN. 1, 1991

	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
POLICE OFFICER/ DETECTIVE	\$23,816	\$25,602	\$27,693	\$30,460	\$33,230	\$36,553
SERGEANT	\$37,043	\$38,498	\$40,228			

BEGINNING

Jan. 1, 1992

	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
POLICE OFFICER/ DETECTIVE	\$25,364	\$27,266	\$29,493	\$32,440	\$35,390	\$38,929
SERGEANT	\$39,451	\$41,000	\$42,843			

ARTICLE V
LONGEVITY

A. Employees who have served in a full-time capacity in the Police Division for at least four (4) years on any January 1, shall be eligible for the longevity program in accordance with the schedule noted below:

LONGEVITY SCHEDULE;

After 4 Years	2 percent per annum of base salary
After 7 Years	3 percent per annum of base salary
After 10 Years	4 percent per annum of base salary
After 13 Years	5 percent per annum of base salary

C. Longevity pay shall be paid on June 15 of each year to each qualifying employee as determined by the above longevity schedule.

ARTICLE VI
SHIFT DIFFERENTIAL

A. The Township shall provide for shift differential to all officers covered by this agreement based on the following rates:

4 - 12 shift - 17¢ per hour
12 - 8 shift - 25¢ per hour

B. Shift differential shall be paid for only those hours actively worked on either the 4-12 or 12-8 shift.

C. Shift differential shall not be paid to an officer who shall be on vacation, personal, sick or comp. time.

D. Shift Differential shall not be part of an employee's base pay.

E. Shift Differential shall be paid in accordance with the timeliness of overtime payment procedures, as stated in Article XV, Section G, of this contract.

ARTICLE VII

SENIOR OFFICER COMPENSATION

A. All employees covered by this agreement charged with the responsibility of "Shift Commander", in the absence of a lieutenant or sergeant, shall be compensated at a rate of 93¢ per hour. This compensation shall be paid to the senior patrolman on a shift which has neither a sergeant nor a lieutenant present. Payment shall be made monthly. This compensation to be in addition to the employee's regular hourly rate of pay.

ARTICLE VIII

LIFE INSURANCE

A. The Township shall provide term life insurance for all employees covered under this Contract in the amount of \$50,000.

B. The Township shall provide accidental death and dismemberment insurance for all employees covered under this Contract in the amount of \$50,000.

C. The Township shall provide disability insurance for all employees covered under this contract which will provide payment of $66 \frac{2}{3}\%$ of the regular base salary per week during the disability.

ARTICLE IX

COLLEGE INCENTIVE PAY

A. In addition to the salary noted in Article IV, college incentive pay will be paid at the rate of Fifteen (\$15) Dollar per course credit.

B. Payment is conditioned upon the following:

1. The officer must be enrolled in a college program and the courses taken must lead to a degree or certificate in a recognized police field (as per LEEP-3 Form) or have earned a degree or certificate in a police field (as per LEEP-3 Form)

2. The courses for which credit will be given under this Article , must have been satisfactorily completed with a minimum of one (1) grade point (or equivalent) per credit hour.

3. Payment for college credits will be made in one lump sum on June 1 of each year for credits earned. All transcripts of courses taken must be submitted on or before May 15 for payment on June 1.

4. Employee to be eligible must have passed course work in last two (2) calendar years.

ARTICLE X
VACATIONS

A. Full-time employees covered under this Agreement shall earn vacation during each year of service on the basis of the following schedule:

YEARS OF SERVICE	WORKING DAYS VACATION
1 - 4	13
5 - 9	16
10 - 14	18
15 - 19	20
20	24

B. Any employee hired January 1, 1989 and thereafter will use the Civil Service regulations as their basis for calculating their earned Vacation time during their first calendar year of employment, which is one Vacation Day for each full or portion of month employed (example: hire date of June 15, 1989, employee will earn seven (7) days of vacation in 1989, thirteen (13) days vacation for 1990, and sixteen (16) days vacation beginning in 1994).

ARTICLE XI
HOLIDAYS - PERSONAL DAY

A. Employees covered under this Agreement shall continue to be eligible for thirteen (13) paid holidays in accordance with present practices. The holidays are: New Year's Day, Martin Luther King, President's Day, Good Friday, Easter Sunday, Memorial Day observed (fourth Monday in May), Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

A. All holiday pay shall be paid to each employee in a lump sum, payable once on November 15 of each year.

C. Employees shall receive four (4) personal days per year.

1. They shall be non-cumulative
2. Will not be counted in holiday pay.
3. Shall be granted based on departmental needs.

ARTICLE XII

HEALTH, PRESCRIPTION, DENTAL AND EYE CARE BENEFITS

A. The Township agrees to continue to provide hospitalization and medical-surgical insurance during the lifetime of this Agreement, in accordance with present practices, equivalent to the New Jersey Blue Cross/Blue Shield 14/20 Rider J Major Medical policy.

B. Prescription Drug Plan that covers the cost of prescription drugs for the employee and family at a co-pay of \$2.00.

C. The Township shall provide a dental plan for both the employee and his family. This benefit to be substantially similar to the existing dental plan.

D. Eye Care Plan shall be provided as follows: The Township shall reimburse the employee for the cost of the examination, upon receipt of acceptable forms developed for this purpose, up to a total of \$200. If the examination costs less than \$200, the remainder shall be used to reimburse the employee, upon receipt of above referenced forms, for the cost of corrective eyeglass or contact lens, if so prescribed during the original examination. In the event that the original examination does not result in such a prescription, the remainder of the original \$200, if any shall be used to reimburse the employee, upon receipt of acceptable forms, for the cost of an eye examination and /or corrective eyeglasses or contact lenses prescribed for an employee's spouse or child. In no event shall the total reimbursement in one calendar year to an employee exceed \$200. The employee is required to receive an eye examination once every two years in order to be eligible for the eye care benefit.

E. The Township may, at any time, change insurance carriers so long as substantially similar benefits are provided.

F. Specific insurance plans referenced within this Article indicate the level of insurance provided at the time of signing of this Contract.

ARTICLE XIII

CLOTHING/MAINTENANCE ALLOWANCE

A. The Township will continue to issue appropriate uniforms and/or replacement and the discretion of the Chief may be required. In addition to the uniforms, Township will reimburse Eighty (\$80) Dollars per year for uniform or work shoes.

B. Each Detective shall be reimbursed in the amount of Eight Hundred (\$800) Dollars per annum in lieu of equipment and uniform issue. In the event an officer serves as a Detective for less than a year, he shall receive a pro-rate amount. Payment shall be made quarterly conditional on receipts for clothing.

C. Township will pay as a cash payment in one lump sum on or before the thirtieth day following the adoption of the Township's annual budget of each year for the maintenance, alteration (except for new uniforms which will be paid by the Township) and cleaning of uniforms provided under Paragraph A of this article. The amount will be \$450 in 1991 and \$500 per year beginning in 1992.

D. All officers will be measured for new uniforms provided under Paragraph A of this article on or before February 15 of each year, and these uniforms will be provided to the employee no later than December 1 of each year

ARTICLE XIV
BEREAVEMENT LEAVE

A. Bereavement leave for a death in the family.

1. Employee shall be granted up to three (3) working days off with full pay for reason of a death in the employee's immediate family. For the purpose of this Article, immediate family shall be defined as the employees mother, father, mother-in-law, father-in-law, spouse, child, sibling, brother-in-law or sister-in-law, grandmother, grandfather or grandchild.

2. An additional number of days up to four (4) days of sick leave shall be granted for reason of a death in the employee's immediate family.

ARTICLE XV

HOURS, OVERTIME AND SHIFTS

A. The employee covered under this Agreement shall work an average of forty (40) hours per week.

B. OVERTIME - Overtime compensation will be made on the following basis at the rate of time and one half:

1. 0 through 15 minutes - no pay
2. 16 through 30 minutes - 30 minutes pay
3. Over 30 minutes - one (1) hours pay
4. All overtime beyond one (1) hour will be compensated at the basis noted above.

- (a) All hours will be paid at the rate of one and one-half (1.5) times the employees base salary, or at the rate of one and one-half (1.5) compensatory hours as declared by the employee in accordance with paragraph 4 (c) of this Article.
- (b) Employees working overtime on a holiday will be paid double time.
- (c) No employee shall accumulate more than 480 compensatory hours per calendar year.
- (d) Employees must within one (1) month subsequent to the signing of this contract declare in writing to the Chief of Police his/her intention to receive compensatory time off rather than overtime pay, subject to section 4 (b) of this Article.

C. SHIFTS - Shifts shall be determined by the Chief of Police and DPA on mutual agreement.

- D. Employee shall not change from compensatory payment to overtime payment during the calendar year subject to the provisions in section 4 (b) of this Article.
- E. COURT - Employee who are subpoenaed to appear in Court other than Delran Municipal Court in connection with their job duties on their time off will be compensated at the rate specified in paragraph B of this Article.
- F. MUNICIPAL COURT - Employees who are required to appear in the Delran Municipal Court on their off time will receive compensatory time at time and one-half. Reasonable efforts will be made by the Township to schedule Municipal Court appearances when the police officer is regularly scheduled for duty.
- G. TIMELINESS OF PAYMENT OF OVERTIME - All overtime pay earned during one calendar month shall be paid to the employee as soon as possible but no later than the date of the second regular pay day of the month following the month in which the overtime is earned. All overtime reports must be submitted by the employee to their immediate supervisor no later than the third day of the month following the month in which the overtime is earned.
- H. No officer shall be contacted to work overtime more than 48 hours in advance of any scheduled overtime.

ARTICLE XVI

Sick Leave

A. Definition

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease.

B. Service Credit for Sick Leave

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregated years of permanent and/or full-time provisional service.

C. Amount of Sick Leave

Sick leave with pay shall accrue to any full-time employee, appointed after the effective date of this contract on the basis of:

1. The first calendar year (January 1 - December 31) of service - one (1) working day of sick leave with pay for each full or partial month of service.

2. During the second calendar year of employment and each year thereafter - fifteen (15) days of sick leave with pay in every calendar year.

3. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability, for any period for which said employee is entitled to such leave with pay.

D. Reporting of Absence on Sick Leave

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time:

1. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days be required to submit acceptable medical evidence substantiating the illness.

a. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one (1) medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure for contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his returned duty, to be examined at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Township be required to pay for physician's expenses or fees.

F. Accumulated Sick Leave

Eligibility - employee at retirement or permanent disability only. Employee at his or her option may elect one of the following:

1. Employee shall receive continued Township pay at then current rate for 50% of accumulated sick days for those eligible days prior to retirement (early retirement option).

Example

John Smith plans on retiring on January 1, 1980 and has 200 days of accumulated sick time. Under this option John can retire before January 1, 1980 and continue to be paid at the then current rate for 100 working days prior to January 1, 1980.

2. Employees shall receive direct cash payment for one-half of accumulated sick days at their current rate up to a maximum of \$10,000 effective January 1, 1991 and \$11,000 in 1992. (Cash Payment Option)

Conditions: One years written notice, payment can be over three years/waives all claims to sick leave.

ARTICLE XVII

ANNUAL PHYSICAL EXAMINATION

A. The Township may require that each employee have an annual physical examination.

B. The cost of said examination shall be borne by the Township.

C. The Township will provide a list of not less than three (3) qualified physicians. From said list, each employee must choose one (1) who will be charged with administering said physical. Within a reasonable time after the selection of the doctor to administer the physical, The Township will schedule said examination accordingly.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. DEFINITION

1. Grievance may be raised by an individual, the Association at the request or and on behalf of an individual or individuals, or the Township.

2. A grievance arising over the interpretation, application or alleged violation of the terms or conditions of this Agreement may be processed through all steps of the grievance procedure terminating in advisory arbitration.

3. A grievance arising over a disciplinary matter may be processed through all steps of the grievance procedure, except advisory arbitration, and will terminate either with Civil Service or the New Jersey Courts, whichever is appropriate.

4. A grievance concerning policy matters or rules and regulations of the Department or Township will be processed through all steps of the grievance procedure with the exception of advisory arbitration, Civil Service or the Courts, and will terminate with the Mayor and/or Council.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE;

(a) an aggrieved employee or the Association on behalf of an aggrieved employee or employees, or the Township, shall institute action under the provisions hereof within five (5) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police or his designee, for the purpose of resolving the matter informally, Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of Police or his designee shall render a decision within five (5) days of receipt of the grievance.

STEP TWO;

(a) In the event a satisfactory settlement has not been reached, the employee or the Township shall, in writing and signed, file his grievance with the Administrator or his designee within three (3) days following the determination at Step One.

(b) The Administrator and/or the Mayor shall render a decision in writing within five (5) days from the receipt of the grievance.

STEP THREE;

(a) In the event the grievance has not been resolved at Step Two, then within five (5) days following the determination the matter may be referred to the Council, who shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

STEP FOUR;

(a) In the event the grievance has not been resolved at Step Three, and concerns the interpretation, application or alleged violation of the terms and conditions of this Agreement, the aggrieved may file with the American Arbitration Association within ten (10) days after the determination in Step Three, and request advisory arbitration.

(b) The arbitrator will be appointed and the case will be heard in accordance with the rules and regulations of the American Arbitration Association, except as modified by this Agreement. The arbitrator shall set forth his findings of fact and law and reasoning in rendering his decision, and shall submit such decision in writing to the parties.

(c) The decision of the arbitrator shall be advisory in nature only. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which is contrary to the terms of this Agreement.

(d) The costs for the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

D. No response at any Step in this procedure by the Township of its agents shall be deemed to be a negative response and upon termination of the applicable time limits the grievance may proceed to the next step upon written notice to the Township Clerk.

E. Time limits may be extended by the parties by mutual written agreement.

F. The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association which shall conduct a conference with the representatives of the Township within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference.

(This procedure may be modified during the term of this contract by mutual agreement).

ARTICLE XIX

MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency shall receive the protection of all applicable laws.

ARTICLE XX

LEGAL DEFENSE

A. In accordance with N.J.S.A. 40A:14-155, whenever a member or officer of the Police Department is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

ARTICLE XXI

BULLETIN BOARDS

A. A bulletin board shall be made available by the Township for the use of the Association for the purpose of posting Association announcements and other information not of an inflammatory or derogatory nature. Prior to the posting of any announcements, the Association shall furnish a copy to the Chief of Police. The Township may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.

B. No Township job vacancies shall be posted on said bulletin board, except with written permission of the Township.

ARTICLE XXII

NONDISCRIMINATION

A. There shall be no discrimination by the Township or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives, or the Association or any of its representatives, against any of the employees covered under this Agreement because of their membership or non-membership in the Association or their activity or inactivity with respect to such Association.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXV

DUES DEDUCTIONS

Upon the written authorization of any employee covered by this contract, the Township agrees to deduct from the wages of the employee the sum certified by the Association as the dues on a monthly basis. Any employee desiring to discontinue dues deduction shall, in writing, notify the Township specifying such discontinuance including the effective date. The Township also agrees to deliver on a monthly basis the total sum thus withheld to the duly authorized Association representative. The Association agrees to indemnify and hold harmless the Township of and from any and all claims, suits or actions which may be filed against the Township in connection with dues check off.

ARTICLE XXVI

RETIRED EMPLOYEE HEALTH INSURANCE REIMBURSEMENT

The Township shall provide a cash payment reimbursement to any employee who retires from the Township, to help defray the cost for the premium for their obtaining their own health insurance, with the following conditions:

1. The employee shall have been an employee of the Township for at least 25 years and shall have been retired in accordance with the terms of PERS.
2. The employee retires no earlier than age 55.
3. The employee will receive this benefit for a maximum of ten (10) years.
4. A cash payment by the Township will be a reimbursement up to a maximum amount of \$2,000 per year for any amount expended by the retired employee to obtain health insurance.
5. The only exception to the above four (4) conditions will be if an employee takes early retirement for disability purposes in accordance with the terms of PERS in which case the Township will provide this maximum \$2,000 cash reimbursement for health insurance premium paid by the disabled employee for a maximum of ten (10) years after the date of the early retirement. Only those employees having at least fifteen (15) years employment with the Township will be eligible for this benefit after taking an early retirement for disability purposes.
6. This reimbursement will be paid by the Township for a like amount paid by the retired employee for health insurance only (not prescription, vision nor disability insurance/care). The retired employee must submit proof of payment (cancelled check, paid invoice or receipt from insurance company) to the Township's Treasurer, who will make payment to the retired employee no later than thirty (30) days after submission of proof of payment by the retired employee.

ARTICLE XXVII

INSURANCE POLICIES

A. The Township has previously provided a complete copy of all insurance policies referred to in this agreement to the President of the DPA. Copies of any changes or new policies will be provided to the President of the DPA no later than sixty (60) days after they are received by the Township.

ARTICLE XXVIII

EMPLOYEE RECORDS

A. The Township will provide a complete and accurate report of each employees earned, used and accumulated Vacation, Personal, Sick and Bereavement leave to the employee on or before February 15, of each year.

ARTICLE XXIXBENEFITS FOR NEW EMPLOYEES
(HIRED AFTER JANUARY 1, 1989)

A. No vacation nor Personal days may be taken off by the employee during their first ninety (90) days of employment except in the case of an emergency. In such cases, the day off must be approved in advance, in writing, by both the Chief of Police and the Township Administrator.

B. Personal days will be prorated during the new employee's first calendar year (not first twelve (12) months) of employment. A new employee will receive one (1) Personal Day for each full three (3) months of employment.

C. All new employees hired on January 1, 1989 and thereafter will receive all the benefits of all other employees covered by this agreement except that their vision care benefit will be delayed for six (6) months after date of hire, and their dental insurance coverage will be delayed until six (6) months after the date of hire.

ARTICLE XXX
MEAL ALLOWANCE

The Township will provide for a Police Officer's meal after having worked (twelve) 12 consecutive hours in the amount of \$8.00 beginning July 1, 1991.

ARTICLE XXXI
HEALTH SAFETY AND WELFARE

A. The Township shall provide for a minimum of (2) uniformed officers for all municipal court sessions, for the purpose of providing security and protection against any potential acts of violence.

B. The Township shall provide for at least (1) uniformed officer, to be assigned to the squad room on municipal court day, for the purpose of securing the protection of the public, police and the prisoners themselves.

C. All officers, as defined in sections A and B of this Article, shall in no way detract from the regularly scheduled 8:00 AM to 4:00 PM shift.

ARTICLE XXXII
RETROACTIVE BENEFITS

All salary schedules and benefits agreed to in this contract are retroactive to January 1, 1991, except for the Meal Allowance (Article XXX) which will begin July 1, 1991.

DURATION OF AGREEMENT

A. This agreement shall be in force and effect as of January 1, 1991 and shall remain in full force and effect through December 31, 1992. The Agreement shall continue in effect from year to year after December 31, 1992 subject to modification, change or termination by either party on written notice, no sooner than one hundred eighty (180) nor later than one hundred fifty (150) days prior to the expiration date of the Agreement.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the undersigned at Delran, New Jersey on this 22 day of July, 1991.

TOWNSHIP OF DELRAN, NEW JERSEY

THE DELRAN PATROLMAN'S ASSOC.

BY: Richard S. Knight
Mayor Richard S. Knight

BY: William Pfeffer
President William Pfeffer

BY: Jeffrey S. Hatcher
Jeffrey S. Hatcher
Township Administrator

BY: Edward A. Perrino
Vice-President Edward Perrino

BY: [Signature]
DPA Representative

BY: Frank Pfeffer
DPA Representative

ATTEST Bernadette Porreca
Bernadette Porreca
Township Clerk

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